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**IN THE MATTER OF AN INTEREST  
ARBITRATION BETWEEN**

**WERC Case 14**

**THE VILLAGE OF BAYSIDE**

**No. 53559**

**MIA-2025**

**and**

**Decision No. 28725-A RECEIVED**

**THE POLICE AND FIREFIGHTERS'  
ASSOCIATION, LOCAL 311**

**SEP 30 1996**

**WISCONSIN EMPLOYMENT  
RELATIONS COMMISSION**

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**APPEARANCES:**

**FOR THE VILLAGE**

**Alan M. Levy, Esq.**

**FOR THE ASSOCIATION**

**Patrick J. Caraggio,  
Labor Consultant**

The undersigned was designated by the procedures of the Wisconsin Employment Relations Commission to determine the final offer arbitration between the Village and the Association. A hearing was held at the Village Hall at Bayside on July 31, 1996, at which time the parties presented evidence and argument. Thereafter, they submitted post-hearing briefs the last of which was received by the arbitrator on September 18. After review the entire record, the undersigned makes the following opinion and award.

Pursuant to the Wisconsin Statutes, the Association's final offer is as follows:

Effective January 1, 1996, increase the Sergeants' pay by 3.4% across-the-board.

Effective January 1, 1996, increase the patrol officers annual pay by \$1,400.00 in each of the six steps across the board.

Effective January 1 1997, increase the sergeants and patrol officers' pay by 3.5% across the board.

The Village offer is as follows:

1. All terms and conditions of the parties' 1994-1995 collective bargaining agreement shall remain in full force and effect unless modified by the aforementioned tentative agreements or the results of this proceeding.

2. Wages -

The Employer's recent wage offer has been marked "Exhibit A", attached to, and made a part of this Final Offer.

3. Body Armor -

The Employer proposes to supply body armor on an as-needed basis (i.e., consistent with the normal replacement schedule recommended by the manufacturer), with the employee to pay \$50.00 toward that cost, which payment may be made from his/her uniform allowance during the year of acquisition. Replacement due to change in size, misuse of equipment, or other reasons no related to the normal replacement cycle or damage caused in the line of duty will be fully at the employee's expense, but the employee may use any part of his/her uniform allowance for that purpose.

The employee is required to wear that body armor at all time while on duty unless excused from such requirement by rule or regulation of the Department or by specific directive of the Chief.

EXHIBIT A  
BAYSIDE POLICE ANNUAL WAGES

PATROL OFFICERS

	<u>1995</u>	<u>1996</u>	<u>1997</u>
1st Year	27,061.63	27,954.66	28,933.07
2nd Year	30,106.34	31,099.85	32,002.85
3rd Year	32,812.50	33,895.31	35,072.63
4th Year	35,473.24	36,643.86	38,142.41

5th Year	38,247.54	39,509.71	41,212.19
5th Year	41,212.20	41,212.20	

In addition, any patrol officer who has completed more than five years of service on the effective date of the agreement shall receive a bonus of \$1,400.00 on the signing of the agreement and a bonus of \$1,400.00 effective February 1, 1997. These bonuses shall not be added to the wage rate for any purpose.

SERGEANTS

	<u>1995</u>	<u>1996</u>	<u>1997</u>
1st 18 Mo.	41,945.53	43,329.73	44,629.21
After 18 Mo.	46,229.75	47,827.64	49,262.50

In addition, each sergeant shall receive a bonus of \$150.00 on February 1, 1997. This bonus shall not be added to the wage rate for any purpose.

The applicable statutory criteria are set forth in Wisconsin Statutes 111.77(6)

In reaching a decision, the arbitrator shall give weight to the following factors:

- (a) The lawful authority of the employer.
- (b) Stipulations of the parties.
- (c) The interests and welfare of the public and the financial ability of the unit of government to meet the costs.
- (d) Comparison of wages, hours and conditions of employment of the employes involved in the arbitration proceedings with the wages, hours and conditions of employment of other employes performing similar service and with other employes generally:
  - 1. In public employment in comparable communities.
  - 2. In private employment in comparable communities.
- (e) The average consumer prices for goods and services, commonly known as the cost of living.

- (f) The overall compensation presently received by the employes, including direct wage compensation, vacation, holiday, and excused time, insurance and pensions, medical and hospitalization benefits, the continuity of employment, and all other benefits received.
- (g) Changes in any of the foregoing circumstances during the pendency of the arbitration proceedings.
- (h) Such other factors, not confined to the foregoing, which are normally or traditionally taken into consideration in the determination of wages, hours and conditions of employment through voluntary collective bargaining, mediation, fact-finding, arbitration or otherwise between the parties, in the public service or in private employment.

#### POSITION OF THE PARTIES

1. The Association argues that it is within the lawful authority of the Village of Bayside to accept the final offer of the Association.

2. The Association next points out to the stipulations entered into by the parties which cover most of the items in the negotiations.

3. The Association also asserts that interest and welfare of the public would be served by accepting the Association's offer.

4. The Association emphasizes the narrow differences in total cost between the two offers for the two years amounting to \$16,592.59.

5. The Association particularly criticizes that aspect of then Village's offer which would freeze the top pay of its officers.

6. The Association argues that the Village on average pays their officers an average of \$20,865.00 less than the other North Shore Departments during the first seven years of employment. Once an officer reaches the top pay rate, it would take him on an average of 56 years to catch up to their counterparts in the other North Shore Departments.

7. Next the Association points out that the Village of Bayside has the financial ability to pay the requested increase and has not argued an inability to pay.

8. The Association insists that the seven North Shore communities are appropriate. They are the Villages of Bayside, Brown Deer, Fox Point, River Hills, Shorewood, Whitefish Bay and the City of Glendale. While acknowledging that the Village of Bayside pays its officers an above average hourly rate at the top step, it is equally true that the Village saves a substantial amount of money in wages while that officer is moving through the steps. The Association points out that its cumulative average of 6.9% over two years is significantly less than the average for the North Shore communities which is 7.3%.

The Association also states that the Village's offer, if accepted, will place the Bayside Police and Firefighters' Association at below average wage rates. For example, the Association will go from receiving a top pay rate which was \$46.00 per month above average in 1995 to \$210.00 per month below average in 1997. The Association acknowledges that the creation of the North Shore Fire Department services in which the Village of Bayside has participated since January of 1995 has removed substantial duties from the Police Department. Previously the Police Department also served as firefighters. However, the police are still required to be Emergency Medical Technicians and are the primary responders for ambulance conveyances. They also point out the Bayside police are the only police officers in the North Shore that are required to maintain their EMT status.

The Association also points out that the Village has voluntarily granted higher wage increases to two other bargaining units. The Police Dispatchers Association received wage increases of 3% effective 1/1/96, 1½% effective 7/1/96, 3% effective 1/1/97, and 1.75%

effective 7/1/97. Also, laborers in the Department of Public Works received two-year increases ranging from 7.7% to 10.3%. In a comparison of fringe benefits, the Association points out that the Village of Bayside also pays less in fringe benefits because of the lower rates for the first few years of hire. Thus, the police officers in the Village of Bayside receive less in fringe benefits than the average until they reach their top pay. But it takes five years to reach that top pay.

9. As to the issue of armored vests, the Association argues that they are being worn by officers on an optional basis and no evidence has been presented to demonstrate that the wearing of vests should be mandated.

The Village points out that the principal issue is whether the second smallest community of the agreed upon comparables of the North Shore should have to pay the second highest salary to its patrol officers especially after the duties of those employees have been reduced by the creation of the North Shore Fire Department. The Village point out that the duties of the officers have been substantially modified since they are no longer required to fight fires, which was a significant part of their previous responsibilities. Since their duties have been reduced, there is a reason to modify their wage schedule. The Village's offer is to pay to the top people this year, a one-year bonus, but it is not to be part of the wage rate.

The Village argues that the case comes back to the issue of whether the wage rates should be based on job content and responsibility or be some lock step repetition of times past, duplicating the raises given to other employees in other circumstances. The Village argues that the Association's offer should be rejected, because it fails to acknowledge the

removal of the fire duties from the unit and the resulting less intensive nature of the police work. The Village insists that Bayside's patrol officers have less intensive police duties than most other North Shore communities. The Village stresses that for the first time in its history, firefighting does not depend on volunteers led by safety officers. It adds that weekly training sessions, constant equipment maintenance and the work and danger associated with fighting active fires are no longer a part of the patrol officer's job. The Village submits that this is major change in the nature and value of the police officer's position.

The Village also has offered to move employees through the wage progression more quickly and it has offered lump sum payments unattached to continuing wage scales for those already at the highest rate. Therefore, the senior patrol officers will end up in the middle, not the bottom of their peer of their peer group with annual take home pay in 1996 and 1997 comparable to or greater than neighboring communities. The Village insists that the senior patrol officer's compensation will be above that of Fox Point and Elm Grove and on a two-year basis higher than that of River Hills.

### DISCUSSION

While all relevant statutory criteria have been considered, the main focus of this issue is on wages. There is no question of the ability to pay and the differences in the cost of a two-year contract are relatively slight. This arbitrator has decided to adopt the Association's final offer for the following reasons.

First, while acknowledging a significant change in duties by removing the firefighters responsibilities, that is not the end of the story. There are two other factors. First, the

police officers are required, unlike other Bayshore communities, to maintain their Emergency Medical Technician's rating. They are responding to 911 calls for that purpose.

Secondly, the Association has forcefully pointed out that the Village has saved substantial sums during the years when the employees were reaching the top step, approximately \$20,000 per man. Thus, it is only reasonable to continue the wage scales requested by the Association. They are an appropriate reward for long and faithful service. While the impact on take-home pay in 1996 and 1997 will not be very much different between the two offers, it will make a marked difference in the fact that the one-time bonus is not part of the wage rate. The arbitrator believes it should be.

Again, while the other issues were considered, the focus of the Village was on the issue of the removal of the fire department duties. The Village did not raise any question about the ability to pay. The issue of wearing vests was not explored in any detail. In the absence of a compelling case, the Village's offer on vests is rejected. Accordingly, the arbitrator sees no purpose in discussing each and every item in detail. Thus, for the reasons state above, the arbitrator adopts the Association's final offer.

Dated September 24, 1996.



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Arvid Anderson